

**THE PUBLIC REVIEW BOARD
INTERNATIONAL UNION, UAW**

APPEAL OF:

CHRISTOPHER A. HOLLOWAY,

Appellant

-vs-

CASE NO. 1761

LOCAL UNION 900, UAW
(Wayne, Michigan),
REGION 1A
(THE UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA),

Appellee.

DECISION

(Issued February 27, 2017)

PANEL SITTING: Prof. James J. Brudney, Chairperson,
Prof. Janice R. Bellace, Prof. Harry C.
Katz, and Prof. Maria L. Ontiveros.

Christopher Holloway asks us to review the Local 900 Bargaining Committee's decision to withdraw his grievance.

FACTS

Christopher Holloway was employed at Ford Motor Company's Michigan Assembly Plant ("MAP") in a bargaining unit represented by UAW Local Union 900. He had a seniority date of August 31, 1999. On July 17, 2015, Holloway was terminated for failure to report to work in accordance with the procedures described in Article VIII, Section 5, Paragraph 4 of the UAW-Ford National Agreement. Local 900 filed Grievance 30048 for Holloway on August 10, 2015. The grievance states:

"The aggrieved states that the company terminated him on a 5-day quit. The aggrieved was unable to respond due to personal reasons. The employee is willing and able to work."¹

¹ Record, p. 1.

Holloway entered into a rehabilitation program for substance abuse disorders on August 10, 2015.² On January 12, 2016, the parties disposed of Grievance 30048 based on the following agreement:

“Due to the nature of the discharge, Company agrees to an 18 month waiver with random drug tests pending the outcome of a drug test on 1/14/16.”³

On January 20, 2016, Holloway was reinstated in accordance with the terms of a Reinstatement Waiver Agreement. The Agreement included the following conditions:

- “(d) I shall be regarded, for disciplinary purposes, as being on probation for a period of (18) months and understand that I will not have access to the grievance procedure to protest the reasonableness of any penalty, including discharge, I may receive during this period for an infraction of the Company rule(s) or misconduct; however, I am not prohibited from processing a grievance bearing on the question of guilt or innocence, if I believe I am innocent of the charge.
- (f) As a condition of this waiver, I am not permitted any chargeable absences or unpaid time off (excluding approved FMLA) during my probationary period. I understand that I must comply with my department’s procedure for requesting time off from work. Any violation of this condition will result in my termination from the Company.”⁴

On February 15, 2016, Holloway signed another Last Chance Waiver in lieu of discharge. The February agreement states that its terms are intended as a last opportunity for Holloway to continue his employment at the Ford Motor Company’s Michigan Assembly Plant. The conditions imposed in the Last Chance Waiver are similar to those described in the Reinstatement Waiver Agreement dated January 20, 2016.⁵

On March 30, 2016, Ford issued Holloway a notice of termination. The notice states:

² Record, p. 6.

³ Record, p. 1.

⁴ Record, p. 13.

⁵ Record, p. 14.

“Employee was AWOL on 3/24/16. Employee was on a last chance 18 month waiver (2/15/16). Per the last chance agreement, penalty to be served is termination effective 3/30/16.”⁶

Local 900 filed Grievance 30676 protesting Holloway’s termination on March 30, 2016. The grievance states:

“On 3-30-16, Agg was given penalty of termination for absenteeism, which was a violation of waiver. Facts of the case are the Agg was sick & throwing up on himself on way to work. Agg also has been taking random drug tests @ plant & has passed them. Agg has paid time & Company refuses to pay him.”⁷

On August 19, 2016, the MAP Bargaining Committee sent Holloway a letter advising him that his grievance had been settled and closed at the second stage of the grievance procedure.⁸

Holloway appealed the decision to withdraw his grievance to the Local 900 executive board at a meeting on September 11, 2016. The executive board referred the appeal to the local union membership. The membership considered the appeal during a meeting on September 11, 2016. The membership adopted a motion to deny the appeal.⁹

Holloway appealed the membership’s decision to the International Executive Board (IEB) on September 15, 2016. In support of his appeal, Holloway reported that he started working for Ford Motor Company when he was 19 years old and that he was now approaching his 17 year anniversary with the company. Holloway acknowledged that he had made some mistakes, but he stated that he had learned from them. He expressed a willingness to do whatever it takes to get back to work.¹⁰

Plant Chairperson Bill Johnson responded to an inquiry from President Williams’s staff regarding Holloway’s appeal on September 26, 2016. Johnson gave the following explanation for the decision to withdraw Holloway’s grievance:

“The reasons ARJR 30676 was withdrawn are as follows: The appellant was reinstated on January 12, 2016 from being terminated; the appellant was on an 18 month waiver (see attached). On February 15, 2016, the appellant was issued a last chance waiver for issues pertaining to the

⁶ Record, p. 15.

⁷ Record, p. 17.

⁸ Record, p. 18.

⁹ Record, p. 23.

¹⁰ Record, pp. 28-29.

waiver dated January 20, 2016. The appellant was AWOL on March 29, 2016, after the last chance waiver on February 15, 2016.”¹¹

President Williams’s staff determined that a hearing was unnecessary on Holloway’s appeal. Acting on the President’s behalf, staff prepared a report to the IEB based on information provided by the appellant and the local union. Staff recognized that appellant had taken responsibility for his actions, but found that did not present a basis for granting his appeal. Staff found that appellant’s infraction while under the last chance waiver made it impossible for the union to obtain any relief through the grievance procedure. Under the circumstances, staff concluded that the decision to withdraw the grievance did not lack a rational basis. Staff denied Holloway’s appeal.¹²

The IEB adopted staff’s report as its decision. A copy of the IEB’s decision was provided to Holloway on October 19, 2016.¹³ Holloway has now appealed the IEB’s decision to the Public Review Board (PRB).

ARGUMENT

A. Christopher Holloway:

I am 36 years of age. I am married and have two sons, ages 3 and 4. After I graduated from high school, my aunt helped me get a job at Ford Motor Company. On August 31, 1999, I was hired at the age of 19. Through my employment at Ford, I was able to live the American dream. Following my termination, life has been tough and I have faced many challenges.

I admit that I made some poor choices. I have no one to blame but myself and I take full responsibility for my actions. After I was given a chance to return to work on probation for a period of 18 months, I was determined to prove to everyone, including myself, that I could maintain a good work ethic, coming to work on time every day. I feel I did my best at that.

As we all know, life has its good and bad. In the end, it comes down to the choices we make. I was sick on the day I was absent. I sent a text message to my supervisor about my illness and received his approval. If I had any inkling that I was going to be terminated for being absent on that day, I would have come to work. All I want to do is work to earn an honest living and take care of my family.

I am willing to do whatever it takes to come back and work at the Michigan Assembly Plant. This is the only life I have ever known. Please give me the opportunity to prove that I am a man of my word. I will never take for granted the grace and mercy God has shown me.

¹¹ Record, p. 32.

¹² Record, p. 47.

¹³ Record, p. 33.

B. International Union:

Holloway has not asserted any basis to overturn the decision of the IEB. He has not alleged that the decision to withdraw his grievance was motivated by fraud, discrimination, or collusion with management. Furthermore, he has presented no evidence that the decision to withdraw his grievance was devoid of a rational basis.

DISCUSSION

Our jurisdiction to review the union's handling of a grievance is limited to claims that the handling of the matter was influenced by impermissible factors such as fraud, discrimination, or collusion with management, or that the decision was devoid of any rational basis.¹⁴ Holloway has not asserted any claims over which we have jurisdiction, nor would the record support such a claim if he had raised them. The union worked diligently to protect Holloway's job at the MAP by persuading management to reinstate him on a last chance basis after he completed a substance abuse rehabilitation program. The union filed a grievance for Holloway after he was terminated for being absent without leave in violation of the terms of his reinstatement agreement, but there was no contractual argument the union could assert on his behalf at this point. The company has the right to insist that its employees show up for work on a regular basis. When the company refused to provide any more chances for Holloway, the union's decision to withdraw his grievance was rational.

The decision of the IEB is affirmed.

¹⁴ International Constitution, Article 33, §4(i).